

IS BAD BUSINESS

County Court Displays Great Lack of Judgement.

CASH GONE NOTHING TO SHOW

Court Pays \$11,500 to Reputed Agent for Terra Cotta Concern Instead of to Company—No Terra Cotta Delivered.

Astoria, Or., April 4, 1906.

"For and in consideration of the sum of \$21,500.00 I herewith agree to sell to the County of Clatsop all the architectural Terra Cotta now on new County court house site, Astoria, Or., and the balance of said material now at our factory at Lincoln, Cal., that portion at our factory to complete the full quantity required to complete the new court house in full accordance with the plans and specifications, and to be full, unbroken pieces and in good condition less cleaning, all to be f. o. b. our factory. We further agree to hold the above material for the period of six months free of charge for storage."

(signed) "J. C. BAYER."

Upon the foregoing, simple memorandum, which, as a document, has no binding force upon anyone whatsoever, the county court of Clatsop county, on Thursday last, ordered the issuance of a warrant in the sum of \$19,500 to J. C. Bayer, of Portland, on account of fifteen carloads of terra cotta trimmings for the "new" court house of this county.

Without any purpose of impeaching the integrity of the county court in this transaction, and in conformity with the broad and critical discussion of the matter upon the streets of this city at the present time, the Astorian has made a detailed inquiry into the negotiations and the processes under which it transpired, and finds the following particulars are pre-eminent and certain:

J. C. Bayer is a Portland merchant of high reputation and unquestionable commercial standing, the one saving fact in the length and breadth of a wholly stupid piece of business. Mr. Bayer is the reputed agent of the concern, located at Lincoln, California, which it is alleged, has made up the terra cotta trimmings originally designed and ordered for the projected court house, and presumably, under business relations had with Hastie & Dugan, the original contractors. But there is nothing of record to indicate what company it is that is manufacturing, or has manufactured, the stuff; no member of the court can tell the name of the concern to which it paid the big sum of \$19,500; Mr. Bayer's memorandum does not state the name of the company; he simply mentions it several times in his note of agreement as "our company," "our factory"; but there is nothing to show the real name and status of the concern that is in possession of nearly \$20,000 of good Clatsop money for a bulky lot of undelivered goods.

The warrant was ordered payable to J. C. Bayer, and the county clerk so issued it, and as said before, the mere fact that Mr. Bayer is a reliable business man, is the only hopeful feature in the middle.

The county court has no bill of sale for the goods, has no bond for its safe and proper delivery at the end of six months; has no guaranty against the untoward exigencies of business, such as any plant of the kind at Lincoln is subject to; has no assurance of compensation in the event the works are destroyed by wind, or fire, or other causes; in fact, has no documentary evidence or record that it has ever bought a dollar's worth of terra cotta from anyone; is not protected against the emergency of failure or bankruptcy on the part of the manufacturing firm or company; knows absolutely nothing of the actual standing of the concern; nor whether its liabilities exceed its assets, nor whether there are not liens imminent or suits pending, adverse to its existence, and its ability to make good on this or any other engagement. In fact the county court has "bought a pig in a poke," with no tangible ground on which base a cause of action in the event recovery must be resorted to.

How any set of business men, such as a county court is supposed to be made up of could consent to close a transaction of such moment as this, without a single resourceful expedient for reliance in case of its failure, is more than most of the business men in this city can fathom, and the comments current throughout the city on this score are numerous and obviously, of a condemnatory nature.

The honesty of the court in this matter is not broached, but its lack of ordinary business acumen and preparedness in the deal is too apparent to escape notice and remark wherever the story of the incident is known and understood.

It is understood that Mr. Bayer, in his conference with the court on last Thursday, made repeated and insistent demands upon the court, to close the matter by having the terra cotta shipped here at once and assume the custody and storage of the material itself, but the court, for some reason, insisted with equal, or greater force, upon the concern at Lincoln holding the goods for a period of six months as indicated in the memorandum signed by Mr. Bayer.

There is but one thing left for the county court to do in these extraordinary premises, and that is to order the entire bulk of material shipped here at once, and put itself in possession of the stuff it paid so lightly and easily for; get it in their own control and care, and store it safely as may be, under insurance if possible, and put the county in some sort of position from which it may extricate itself in the event of loss or disaster. Anything less than this will fail to satisfy a public sense of the fitness of things; and anything less will leave the court open to every justifiable and censorious criticism in this relation.

District Attorney Harrison Allen was interviewed yesterday and an opinion sought as to the legal responsibility of the court, in the premises, and the following is the substance of his reply.

"I was not present, nor requested to be at the time of the purchase of the terra cotta, and had nothing to do with the preparation of any papers relative thereto; and know nothing as to the details. The County Court is the auditing board, and supposed to know its duties. The district attorney, as required by law, renders opinions when requested in writing to do so, and further than that, has no authority to direct the actions of the county court, nor its policy.

Apropos of the court house and the pending discussion in relation to it, the following opinion rendered yesterday by Hon. Harrison Allen, district attorney, at the request of the court, is of very close and analogous interest:

"Astoria, April 7th, 1906.
"To The County Court of Clatsop County:

"Gentlemen: In answer to your request for my opinion, in re. to what interest, if any, any contractor, architect, or materialman has in the New Court House Building, I have the following to say. The Supreme Court declared the contract for the construction of the court house unconstitutional and void, and therefore there can be no valid claim against the county under any contract entered into looking to the construction of the building.

"As I understand the matter, you had paid Hastie & Dugan for all work done up to the time the injunction was issued, so the only question now is as to the architect. I find that under his agreement, the services he was to perform were, briefly speaking, first; preparation of completed plans, specifications and details, which he was to furnish to the county; second, supervision and superintendence of the work to completion. His contract contains the following clause: 'It is expressly understood etc, that should the construction of the building be perpetually enjoined, then and in that event, the second party (the County) shall pay to the first party (the architect) as full compensation for his services, such sum of money as shall equal 5 per cent of the cost of the work already completed at the time of making of said injunction perpetual.'

"This provision of the contract means just what it says, and leaves no room for argument but that the making of the injunction perpetual relieves the county of any further liability to the architect for that period and his recovery is limited to five per cent of the cost of the building to that date. It has been suggested that it is still necessary to buy the plans and specifications and details from the architect. I do not think so, as he has agreed to 'furnish' them to the county at the stipulated price.

"The plans have been delivered and the remainder of the drawings are the property of the county under the agreement.

Not saying anything about the effect of the supreme court's decision on the architect's contract, I am informed you have already paid the architect the sum equal to five per cent, as above designated for a partially completed building, any way it can be figured, and in my opinion, therefore, the county is not in any way compelled to pay any more to the architect, nor can any material man, or contractor enforce any agreement heretofore made as to the court house.

"Respectfully submitted.

(signed) "HARRISON ALLEN.

"District Attorney."

The BUSINESS MAN



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Who considers good clothes and good dressing, a duty he owes to society and who has always had his clothes made to order in past years is now a patron of "GOOD CLOTHES SHOPS" where he can buy better clothes and newer patterns at half the price.

It is not a question of how cheap with him—He simply knows a good thing when he sees it. He has seen

Hart, Schaffner & Marx Clothes.

Have you selected the all important

EASTER HAT?

WE SELL THE NEW

Dunlap Split Straw Hat

They have just arrived and you won't be properly dressed unless you have one. If you don't wear straws, then see our line of light soft hats. They are right up to the minute in point of style.

P. A. STOKES

Public confidence is our greatest asset.

WILL TELL TRUTH

Professor Bets \$25,000 He Can Speak Truth One Year.

WAGER IS MOST ORIGINAL

Professor Gluck Proposes to Demonstrate Emphatically that Long Continued Mendacity Will Cause Good.

CHICAGO, April 7.—Professor Adolph Gluck is to tell the truth a year on a wager of \$25,000. The agreement will be entered into today with Rudolph Jones, a neighbor, and Professor Gluck's property will be staked as the issue of the adherence to plain skeletonized colorless truth.

Professor Gluck holds the degree of Doctor of Philosophy from the University of Lemberg, Alatia. As he expresses it he is to demonstrate emphatically what he has long held to be rationally true—namely: That long continued mendacity will in time lead a man to a point of "Sad satiety," where he will find it more pleasing to leave the trimmings of his conversation off and reduce it to the scriptural yea, yea, and nay, nay."

Professor Gluck, will undertake not only to adhere to the truth during the year, but he will enter into an athletic life which would have done credit to a middle age adept. In the event of Jones' refusal to sign the articles of

agreement today Professor Gluck makes the following announcement to the public:

"I am willing to give a demonstration of the philosophy which I have been teaching for years, and I am willing to agree to live according to this philosophy for one year on a wager of \$25,000. I will agree during that time not to utter a single falsehood, to eat nothing but raw, uncooked foods, to fast thirty six continuous hours every week and to forego pleasures of every description. Any person making this wager with me may take any means he chooses of satisfying himself that I keep my agreement, even to the extent of placing a watch over me.

"All philosophies which have been developed in the history of the world have amounted to nothing, because there has been no demonstration of their use or their soundness. Before beginning I will sign an agreement to deed over all my property of a single violation of my pledge is found."

LOWER COURT UPHELD.

WASHINGTON, April 6.—The court of appeals today sustained the lower court which overruled the demurrers of Hyde and Benson to indictments charging them with complicity in the western land frauds.

Quite possibly almost any legislator may have found that a Mr. Policyholder has a legal residence somewhere in his district.

You're growing more beautiful day by day, dear Grace,

I hope you're not using cosmetics on your face;

Oh, Charlie, this is a great injustice to me,

I'm simply using Rocky Mountain Tea. (Cards out.)

Frank Hart, druggist.

Current Events In Society Here

Mr. Earl Morrow of Portland spent yesterday in this city.

The ladies of the Thursday Afternoon Club were entertained by Miss Elmore at their beautiful home.

The Pioneer Euchre Club was entertained by Mr. and Mrs. J. A. Fulton at their home on Franklin avenue. The prize winners were Mrs. Herman Prael and P. A. Stokes.

On Friday evening Mr. and Mrs. C. Hurston entertained the members of the Semi-Monthly Euchre Club. The prize winners were Mrs. Sharpstein, Mr. A. A. Finch and Mr. E. S. Ferguson.

On Friday afternoon Mrs. P. A. Stokes entertained the ladies of the Friday Afternoon Club at her home.

Lester Lounsbury celebrated his twenty-first birthday yesterday by giving a house party at the Kendall home at Seaside.

On Tuesday afternoon Mrs. Martin Ford entertained several of her friends with a bridge whist party. Mrs. Eben Tallant was the prize winner.

The first society dance of the season will be given on April 16th by the popular Owl Club. It will be a very select affair and several hundred invitations have been sent out.

Church

Notices

First Congregational.

Rev. W. L. Strange will occupy the pulpit both morning and evening as usual. Sunday School at 12:15.

First M. E. Church.

The pastor Rev. W. S. Grim will preach at 11 a. m. and 7:30 p. m. Sunday School at 12:15; class meeting at 10:15 a. m. and Epworth League at 6:30 p. m. A cordial invitation is extended to all for all services. Subject for league service will be "The Cost of Service." Prayer meeting Wednesday at 7:30 p. m. At this evening's service Mr. James Vaughn will render the beautiful sacred song, "The Palms."

First Presbyterian.

Rev. W. S. Gilbert, pastor. Morning worship at 10 o'clock; Sunday School at 12:15. The new library will be open Y. P. S. C. E. at 6:30 o'clock; Evening worship at 7:30. Sermon themes: Morning: "Palm Sunday." Evening: "Four Groups at the Cross." Mrs. Callendar will sing a solo at the morning service.

Grace Episcopal.

Services at Grace Church for Palm Sunday. Early celebration 8 a. m., morning prayer and sermon 11 a. m.; Sunday School 12:30 p. m.; Evening prayer 7:30. Services at Holy Innocents' Chapel, 3:30 p. m. The rector of Grace church officiating in the absence of Rev. F. E. Alleyne at Collins' Springs. Daily service at Grace Church during Holy Week 10 a. m., and 7:30 p. m.

First Baptist.

The Baptists will observe their usual order of services today. The pastor preaching in the morning and evening on the following subjects: "The Unity of Believers in Jesus Christ." and "How to Spend the Sabbath." Every body is cordially invited to attend.

First Lutheran Church.

Gustave E. Rydquist Pastor. Services today we as follows: Sunday School at 9:30 in English. Morning service at 10:45 in Swedish. Evening service at 8 o'clock in English. To this service we can invite the general public and we take pleasure in doing so. The subject of the English service will be: "Crucify him, the Cry of Humanity." Passion week will be observed as a week of prayer with services every evening except Saturday. On Tuesday and Friday evenings the service will be in English.

Morning Astorian, 65c. per month.

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LITTLE PIECE OF

CHINA

A CHINA TEA POT, CHOCOLATE POT, CUP AND SAUCER OR EVEN A NICE LITTLE TEA SET, MAY BE JUST THE THING YOU ARE WANTING—IF SO THE PLACE TO GO IS THE

Yokohama Bazaar

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"PaleBohemian Lager Beer"

THE BEER FOR THE HEALTHY WEALTHY AND WISE

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